

SERIAL 09057 SS EMPLOYMENT VERIFICATION SERVICES

DATE OF LAST REVISION: June 10, 2009

CONTRACT END DATE: June 30, 2012

**CONTRACT PERIOD BEGINNING JUNE 01, 2009
ENDING JUNE 30, 2012**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **EMPLOYMENT VERIFICATION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County.



FRONTLINE ESOLUTIONS, LLC
D/B/A UCONFIRM
ASP SERVICES AGREEMENT

Client Name: Maricopa County Effective Date: June 1, 2009
Address: 301 West Jefferson Street # of Employees: 14,000
Phoenix, AZ 85003

This AGREEMENT (the "Agreement"), by and between Frontline eSolutions, Inc., d/b/a uConfirm ("uConfirm"), a Georgia corporation and Maricopa County ("Client"), an Arizona employer is entered into as of the above referenced date (the "Effective Date"). uConfirm and the Client agree as follows:

1. ASP SERVICES

uConfirm provides an online application service provider software system (the "uConfirm System") that facilitates the exchange of employment and salary verification information between employers and third party verifiers (the "ASP Services"). By entering into this Agreement, Client subscribes to the ASP Services and uConfirm authorizes Client to access the uConfirm System and use the ASP Services in consideration of the fees and revenues set forth in Section 4.0 of this Agreement. Client authorizes uConfirm to transmit, in the uConfirm online format, the employment and salary data (the "Data") provided by Client with respect to its current and former employees to third party verifiers, including but not limited to lenders, property managers and prospective employers that the Client designates as being authorized to receive such data (the "Third Party Verifiers").

2. GRANT OF RIGHTS

2.1 Customer Rights. uConfirm grants to Client, and Client accepts, a nonassignable, nontransferable, and nonexclusive limited right to access and use the ASP Services solely for Client's internal use during the Term, subject to the provisions of this Agreement. This license is personal to Client, and is restricted to the users authorized by the Client to access the ASP Services.

2.2 Installation. uConfirm has no responsibility for providing Client with any computer hardware or other equipment.

2.3 Reservation of Rights. Unauthorized use, resale or commercial exploitation of the ASP Services is expressly prohibited. Client shall not make the ASP Services available to any third party, except with the express written consent of uConfirm, nor create internet "links" to the ASP Services or "frame" or "mirror" any uConfirm content contained in or accessible from, the ASP Services on any other server, wireless or Internet-based device. uConfirm reserves the right, in its sole discretion and with prior notice to Client, to modify, discontinue, add, adapt, or otherwise change any design or specification of the uConfirm System, the ASP Services and/or uConfirm's policies, procedures, and requirements specified in or related hereto.

3. TERM AND TERMINATION

The initial term of this Agreement will be three (3) years from the Effective Date above. Thereafter, this Agreement may be renewed at the County's option for successive one (1) year terms for maximum of six (6).

Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. A non-breaching party may terminate this Agreement immediately in the event of a breach of Sections 6.0 or 8.0 hereof. County may terminate this agreement for convenience at anytime upon ninety (90) days written notice to the other party.

4. TRANSACTION FEES

The Client agrees to the following fees for the ASP Services:

- | | |
|--|--|
| A. One-time implementation fee paid by Client: | \$949* Fee Waived |
| B. Ongoing annual subscription fee paid by Client: | \$499* Fee Waived |
| C. Per transaction fee paid by verifier: | \$15.75** |
| D. Ongoing quarterly transaction revenue paid to client: | 40% of Client's transaction revenue*** |

*Invoices are due net 30 days and payments not received within 60 days of invoice will bear interest at a rate of 1.5% per month.

**The current verifier fee subject to change during contract term (advanced notice of any change will be provided to Client).

***uConfirm will pay Client's transaction revenue share within 30 days after the close of each calendar quarter.

5. WARRANTY

CLIENT ACKNOWLEDGES AND AGREES THAT THE ASP SERVICES ARE PROVIDED "AS IS;" UCONFIRM MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE ASP SERVICES OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY UCONFIRM, OR THEIR QUALITY OR RELIABILITY, OR OTHERWISE ARISING UNDER THIS ASP AGREEMENT.

6. OWNERSHIP AND CONFIDENTIALITY

6.1 Ownership. uConfirm owns and shall retain all right, title and interest in and to the uConfirm System and ASP Services. Client owns and shall retain all right, title and interest in and to the Data. Nothing in this Agreement shall be deemed to transfer, nor is it intended to transfer, any proprietary right, including but not limited to, any intellectual property right, of the owner in any of its property to the other party hereto or to any third party. This Section shall survive termination of this Agreement.

6.2 Nondisclosure. Client acknowledges that the uConfirm System and ASP Services represents confidential information of uConfirm and the source code to the uConfirm System underlying the ASP Services is a trade secret owned by uConfirm. uConfirm acknowledges that the Data represents confidential information and/or trade secrets of Client. Each party agrees with the other: (i) to hold the confidential information and trade secrets (collectively, "Proprietary Information") of the other in the strictest confidence, (ii) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information to any third party, other than Third Party Verifiers as expressly agreed herein, subject to the provisions of subsection (iv) below, (iii) not to make use of the Proprietary Information other than for the permitted purposes under of this Agreement, and (iv) to disclose the Proprietary Information only to their respective representatives requiring such material for effective performance of this Agreement and who have undertaken an obligation of confidentiality and limitation of use consistent with this Agreement. Each party hereto shall institute internal operating procedures to assure limited access and use of Proprietary Information consistent with this Agreement, and shall exercise due care to monitor and ensure compliance with this Agreement. The restrictions set forth herein shall continue (i) with respect to trade secrets and any confidential information which rises to the level of a trade secret, for as long as such information continues to be a trade secret under applicable law, and (ii) with respect to confidential information, for a period of three years from the termination of this Agreement.

7. DATA QUALITY AND PROVISION

uConfirm's ability to provide accurate Data to Third Party Verifiers is dependent upon the accuracy of the Data provided to uConfirm by Client. Therefore, Client represents and warrants that it shall provide current, complete and accurate Data as necessary for uConfirm to provide the ASP Services. Client shall use its best efforts to provide the Data to uConfirm in the uConfirm online format within 24 hours after uConfirm notifies Client of a request for the Data from a Third Party Verifier. Client shall notify uConfirm of any problems in providing requested Data in a timely manner. Both parties shall cooperate to identify and resolve Data or procedural errors as soon as possible. The Client acknowledges that uConfirm transmits the Data provided by Client, as is, to the Third Party Verifier requesting such Data in the uConfirm online format and shall have no responsibility to, nor shall it, review, change, modify, amend, verify or alter the Data received from Client before transmitting it to the Third Party Verifier.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

uConfirm and Client each agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys' fees, incurred by the Indemnified Party arising out of or related to in whole or in part, to the indemnifying party's, or its affiliates', or its directors', officers' or employees' (i) breach of this Agreement, and/or (ii) negligent or intentional wrongful acts or omissions.

Client further agrees to indemnify, defend and hold harmless uConfirm, its affiliates and their directors, officers and employees from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys' fees, incurred by them arising out of or related to, in whole or in part, to inaccurate, incomplete or outdated Data provided by Client hereunder.

EXCEPT IN CONNECTION WITH THE INDEMNIFICATION STATED ABOVE, IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE GREATER OF (A) THE TOTAL FEES EARNED BY UCONFIRM DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM, OR (B) THE SUM OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

EXCEPT IN CONNECTION WITH THE INDEMNIFICATION ABOVE, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

[REDACTED]

10. FORCE MAJEURE

Neither party shall be liable for failure to perform or delay in performing all or any part of its obligations under this Agreement to the extent that it is unable to perform which failure is due, directly or indirectly, to any cause or circumstance beyond the reasonable control of such party including, without limitation, acts of God, fire, flood, storms, earthquake, strike or other labor dispute. The party affected by an event of Force Majeure shall promptly notify the other party in writing. The party so affected shall take reasonable steps to resume performance with the least possible delay.

11. ASSIGNMENT/MODIFICATION

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld. In the event assignment is necessitated by a business reorganization, either party may assign this Agreement, provided that they provide the other party with written notice. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. ARBITRATION

Any dispute arising under this Agreement will be subject to arbitration by a single Arbitrator in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Arizona. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. SEVERABILITY

If any term of this Agreement is found to be unenforceable or contrary to law, the remaining portions of this Agreement will remain in full force and effect.

14. EMPLOYEE AUTHORIZATIONS

When submitting requests to verify income information of the Client, uConfirm requires the verifier to provide a signed employee authorization to uConfirm. This document is authenticated online by the Client during the verification request completion process. 30 days after the request is completed by the Client, uConfirm will delete the copy of the authorization from the database. Thereafter, it will not be retrievable by either the Client or uConfirm. It will be the Client's responsibility to retain a copy of the authorization for their internal record keeping process during the request process, if desired.

15. AGREEMENT ENTIRETY

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Maricopa County

Frontline eSolutions, LLC

By: _____
Name: Lesley W. Baysinger
Title: Dist. Rep. Agent
Date: 6/10/09

By: _____
Name: DAVID C. PHELPS
Title: MANAGING PARTNER
Date: 5/27/09

Frontline eSolutions, LLC
d/b/a uConfirm
285 Parkway 575, Suite 217
Woodstock, GA 30188
Phone: 1.866.312.8266
Fax: 1.866.607.9920
www.uconfirm.com

UCONFIRM, P.O. BOX 1971, WOODSTOCK, GA 30188

Terms:	NET 30
Vendor Number:	W000015278 X
Telephone Number:	866/312-8266
Fax Number:	866/607-9920
Contact Person:	David Phelps
E-mail Address:	sales@uconfirm.com
Contract Period:	To cover the period ending June 30, 2012.